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IN THE DISTRICT COURT OF WAGONER COUNTY
STATE OF OKLAHOMA

WAGONER COUNTY, OKLAHOMA
IN DISTRICT COURT
FILED

APR 1 2 2013

JAMES E. HIGHT
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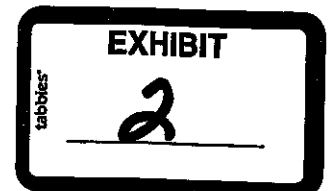|	
BOBBY T. BRYANT,	)
Plaintiff,	)
	)
vs.	) Case No.: CJ-2013-**188**
	)
THE STANDARD FIRE INSURANCE	)
COMPANY,	)
Defendants.	)

PETITION

COMES NOW the Plaintiff, Bobby T. Bryant, and for his claims against the Defendant,

The Standard Fire Insurance Company, and alleges and states:

JURISDICTIONAL ALLEGATIONS

1.   Plaintiff, Bobby T. Bryant, is a resident of Wagoner County in the State of Oklahoma.

2.   Defendant, The Standard Fire Insurance Company, is an insurance company in Hartford,

Connecticut doing business in Oklahoma.

4.   The home insurance policy at issue herein was pruchased in Wagoner County, OK.

5.   This Court has jurisdiction over the parties and the subject matter herein.

FACTUAL ALLEGATIONS

6.   The Plaintiff, Bobby T. Bryant, purchased a home insurance policy from the Defendant

which was written and issued by the Defendant.

7.   The subject policy was in effect on April 14, 2011 when the Plaintiff's insured home was

damaged.

8.   Plaintiff submitted a claim to Standard Fire Insurance Company for payment of the home

insurance benefits due under the policy.

EXHIBIT
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9.   Defendant denied Plaintiff's claim for home insurance benefits on June 6, 2011.

10.   The Standard Fire Insurance Company owed Plaintiff a duty to handle his claim fairly and to treat him in good faith.

<div align="center">COUNT ONE — BAD FAITH</div>

11.   The actions and non-actions of The Standard Fire Insurance Company in regard to the handling and denial of Plaintiff's claim amounts to a breach of The Standard Fire Insurance Company's duty of fair dealing and good faith owed to Plaintiff as a policyholder.

12.   As a direct result of The Standard Fire Insurance Company's bad faith, Plaintiff has suffered damages, both financially and emotionally.

13.   At all times material herein, the agents, adjusters, supervisors and other employees of The Standard Fire Insurance Company were acting within the course and scope of their employment and agency with The Standard Fire Insurance Company.

14.   The Standard Fire Insurance Company is responsible for the actions of its agents and employees under the doctrine of *respondeat superior*.

15.   The Standard Fire Insurance Company's actions were intentional and malicious and/or were reckless with disregard for the rights of others, including the Plaintiff.

16.   Plaintiff is entitled to recover punitive damages against the Defendant, The Standard Fire Insurance Company, in order to deter it from future similar conduct, and further, as punishment for its wrongful, willful and bad faith conduct.

<div align="center">COUNT TWO — BREACH OF CONTRACT</div>

COMES NOW the Plaintiff and hereby adopts and re-alleges the statements and allegations above and for his second cause of action against The Standard Fire Insurance Company states as follows:
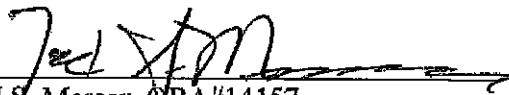
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17.   The above facts and denial of Plaintiff's claim for benefits constitutes a breach of contract on the part of The Standard Fire Insurance Company.

18.   As a direct result of The Standard Fire Insurance Company's breach of contract Plaintiff has suffered damages.

19.   As a direct result of The Standard Fire Insurance Company's breach of contract Plaintiff has also been required and compelled to retain counsel to pursue this action to recover the home insurance benefits owed under the policy and he is entitled to recover those attorney fees and costs associated with the action.

WHEREFORE Plaintiff, Bobby T. Bryant, prays for judgment against the Defendant, The Standard Fire Insurance Company, for a sum in excess of the amount required for diversity jurisdiction pursuant to Section 1332 of the United States Code, plus punitive damages, plus pre and post judgment interest, attorney fees, costs, and whatever further relief this Court deems fair and equitable.

Respectfully submitted,

Tod S. Mercer, OBA#14157
Wesley J. Cherry, OBA #22851
The Mercer Law Firm, P.C.
500 Choctaw Avenue
McAlester, Oklahoma 74501
P.: 918.420.5850
F.: 918.420.5855
Attorneys for Plaintiff

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